

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viva Cotton, LLC		04/17/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hollywood Products, Inc.		
Street Address:	19612 Elm Ridge Lane		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92648		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85441484	SPINDLE & SIN	
Registration Number:	4314491	S&S	
Registration Number:	4247545	SPINDLE & SIN	
CORRESPONDENCE DATA			
Fax Number:	3104791422		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-478-4100		
Email:	dhochman@wrslawyers.com		
Correspondent Name:	David Hochman		
Address Line 1:	11400 W. Olympic Blvd. 9th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	13711-800		
NAME OF SUBMITTER:	David Hochman		

OP \$90.00 85441484

Signature:	/David Hochman/
Date:	04/23/2013
Total Attachments: 2 source=Spindle & Sin Trademark Assignment Agreement#page1.tif source=Spindle & Sin Trademark Assignment Agreement#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is dated effective as of April 17, 2013, and is entered into by and between Viva Cotton, LLC, a California limited liability company ("Assignor"), and Hollywood Products, Inc., a corporation ("Assignee"), with reference to the following:

RECITALS

WHEREAS, Assignor is the owner of record with the United States Patent and Trademark Office ("USPTO") in connection with Registration Nos. 4314491 (S&S design mark) and 4247545 (SPINDLE & SIN), and the application of Serial No. 85441484 (SPINDLE & SIN) (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to assign all of its entire right, title and interest in and to the Trademarks to Assignee, and Assignee desires to acquire the exclusive right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and sets over unto Assignee, its successors and assigns, the full and exclusive right, title and interest in and to the Trademarks, and to any renewal, modification, continuation, division, substitution or reissuance of the Trademarks.

2. Assignor is assigning its rights in and to the Trademarks to Assignee which is a successor to the portion of Assignor's business which the Trademarks pertains, namely, the SPINDLE & SIN brand.

3. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, to acknowledge Assignee as the new owner of record of the Trademarks.

4. Assignor represents and warrants to Assignee that (a) it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder; (b) there are no actual or threatened demands, claims, causes of action, and/or suits of any nature in connection with the Trademarks; (c) Assignor has no pending or registered international trademarks that would be confusing similar to the Trademarks; and (d) this Agreement is a valid, legally binding agreement between the parties.

5. Assignor agrees to reasonably assist Assignee to secure Assignee's rights in the Trademarks, including but not limited to the execution of all applications, specifications, oaths, assignments and all other agreements which are necessary in order to convey to Assignee all right, title and interest in and to the Trademarks.

6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflict of law rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California in connection with any action or proceeding arising out of or relating to this Agreement.

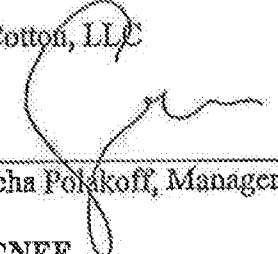
7. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussions between the parties related thereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

8. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date above.

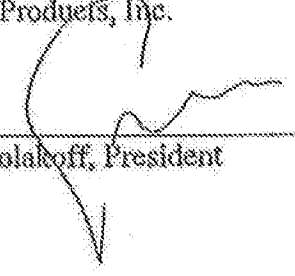
ASSIGNOR

Viva Cotton, LLC

By: 
Sacha Polakoff, Manager

ASSIGNEE

Hollywood Products, Inc.

By: 
Sacha Polakoff, President